

0040252

CONTRACT

ISSUED AND PRINTED BY
THE STATE ADMINISTRATION OF FOREIGN
EXPERTS AFFAIRS
(Copies Are Invalid)

EXHIBIT

D

MA - 122

CONTRACT

I. Party A Leaoing Normal University wishes to engage the service of Party B Marcel Ma as foreign expert. The two parties, in a spirit of friendly cooperation, agree to sign this contract and pledge to fulfil conscientiously all the obligations stipulated in it.

II. The period of service will be from the 1st day of Aug., 2006 to the 31st day of July, 2007.

III. The duties of Party B (see attached pages)

IV. Party B's monthly salary will be ¥ 9893 Yuan RMB, % of which can be converted into foreign currency monthly.

V. Party A's Obligations

1. Party A shall introduce to Party B the laws, Decrees and relevant regulations enacted by the Chinese government, the Party A's

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work system and regulations concerning administration of foreign experts.

2. Party A shall conduct direction, supervision and evaluation of Party B's work.

3. Party A shall provide Party B necessary working and living conditions:

4. Party A shall provide co-workers.

5. Party A shall pay Party B's salary regularly by the month.

VI. Party B's Obligations

1. Party B shall observe the laws, decrees and relevant regulations enacted by the Chinese government and shall not interfere in China's internal affairs.

2. Party B shall observe Party A's work system and regulations concerning administration of foreign experts and shall accept Party A's arrangement, direction, supervision and evaluation in regard to his/her work. Without Party A's consent, Party B shall not render service elsewhere or hold concurrently any post unrelated to the work agreed on with Party A.

3. Party B shall complete the tasks agreed on on schedule and guarantee the quality of work.

4. Party B shall respect China's religious policy, and shall not conduct religious activities incompatible with the status of an expert.

5. Party B shall respect the Chinese people's moral standards and customs.

VII. Revision, Cancellation and Termination of the Contract

1. Both Parties should abide by the contract and should refrain from revising, canceling, or terminating the contract without mutual consent.

2. The contract can be revised, canceled, or terminated with mutual consent. Before both parties have reached an agreement, the contract should be strictly observed.

3. Party A has the right to cancel the contract with a written notice to Party B under the following conditions:

(1) Party B does not fulfil the contract or does not fulfil the contract obligations according to the terms stipulated, and has failed to amend after Party A has pointed it out.

(2) According to the doctor's diagnosis, Party B cannot resume normal work after a continued 30 day sick leave.

4. Party B has the right to cancel the contract with a written notice to Party A under the following conditions:

(1) Party A has not provided Party B with necessary working and living conditions as stipulated in the contract.

(2) Party A has not paid Party B as scheduled.

VIII. Breach Penalty

When either of the two parties fails to fulfil the contract or fails to fulfil the contract obligations according to the terms stipulated, that is, breaks the contract, it must pay a breach penalty of US \$ 500 to 2,000 (or the equivalent in RMB).

If party B asks to cancel the contract due to events beyond control, it should produce certifications by the department concerned, obtain Party A's consent, and pay its own return expenses; if Party B cancels the contract without valid reason, it should pay its own return expenses and pay a breach penalty to Party A.

If Party A asks to cancel the contract due to events beyond control, with the consent of Party B, it should pay Party B's return expenses; if Party A cancels the contract without valid reason, it should pay Party B's return expenses and pay a breach penalty to Party B.

IX. The appendix of this contract is an inseparable part of the contract and has equal effect.

X. This contract takes effect on the date signed by both parties and will automatically expire when the contract ends. If either of the two parties asks for a new contract, it should forward its request to another party 90 days prior to the expiration of the contract, and

sign the new contract with mutual consent.

Party B shall bear all expenses incurred when staying on after the contract expires.

XI. Arbitration

The two parties shall consult with each other and mediate any disputes which may arise about the contract. If all attempts fail, the two parties can appeal to the organization of arbitration for foreign experts affairs in the State Administration of Foreign Experts Affairs and ask for a final arbitration.

This Contract is signed at Dalian, in duplicate, this 14th day of Sep., 2006, in the Chinese and English, both texts being equally authentic.

Party A
(Signature)



Party B Manuel Ma
(Signature)